BANGALORE DEVELOPMENT AUTHORITY

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

FOR

"Establishment of Enterprise-Class Contingency Site for the IT Operation Hub at BDA"

First Electronic Document (Technical Proposal)

Bangalore Development Authority (BDA)
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DISCLAIMER

The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BDA or any of their employees or advisors, is provided to The Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender document is not a Contract and is neither an offer nor an invitation by the BDA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this Tender Document (the "**Proposal**"). This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the BDA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the BDA, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Bid Stage.

The BDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document. The BDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The issue of this Tender Document does not imply that the BDA is bound to select a Service Provider or to appoint the Selected Service Provider or Service Provider for the Event and the BDA reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BDA, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Contents of the Tender Document.

This Tender Document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued.

Volume 1

Section-1 Introduction
Section-2 Instructions to Bidders
Section-3 Evaluation of Proposals
Section-4 Fraud and Corrupt Practices
Section-5 Scope of Services
Section-6 Miscellaneous

Appendices

I. Letter of Proposal
   a. Annexture - 1 - Details of Bidder and their Technical capability
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II. Power of Attorney for signing of Proposal
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SECTION – 1: INTRODUCTION

1.1. BACKGROUND

The Bangalore Development BDA (BDA) came into being with effect from 6th January 1976 under a separate Act of the State Legislature viz. the BDA Act 1976. This BDA combined in itself the Planning functions of the City Planning BDA and the developmental functions of the erstwhile CITB.

The Bangalore Development BDA came into existence in 1976 as a successor to the erstwhile City Improvement Trust Board. Development of Bangalore in a planned manner, creating quality infrastructure, provision of sites and services and catering to the housing needs of the underprivileged are the focus areas of the BDA.

Since inception, the BDA has allotted 76,000 sites to individuals for construction of residential dwellings. In addition, more than 800 civic amenity sites have been given for use by various public utilities, as also organisations, catering to the felt needs of the particular locality.

Bangalore Development Authority (BDA) has successfully established a centralized Enterprise-Class IT Operations Hub that hosts mission-critical applications, databases, and digital services supporting core statutory and citizen-facing functions. In order to ensure business continuity, service resilience, data protection, and operational availability, BDA now intends to establish a Contingency Site for the IT Operations Hub.

The Contingency Site shall function as an independent, secure, and fully functional replica environment capable of taking over operations of the Primary IT Operations Hub in the event of disasters such as natural calamities, fire, cyber incidents, infrastructure failure, or any other force majeure events.

1.2. Objective of this RFP

The primary objectives of establishing the Contingency Site are:

- To ensure uninterrupted availability of BDA's critical IT services during disasters or planned outages.
- To achieve defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO) aligned with government best practices.
- To implement real-time or near real-time data replication between Primary IT Operations Hub and the Contingency Site.
- To establish a secure, scalable, and standards-compliant contingency infrastructure that integrates seamlessly with the existing IT Operations Hub.
- To institutionalize preparedness, DR drills, and failover mechanisms as part of BDA's IT

governance framework.

1.3. Scope of Work

The solution shall include supply of Servers, storage and associated IT Hardware and commissioning of the Contingency Site.

The scope of services is detailed in **Section 5** of this Tender Document

1.4. General Terms and Conditions

The statements and explanations contained in this Tender Document are intended to provide a proper understanding to the Bidders about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of Bidder set forth in the Service Contract or the BDA's rights to amend, alter, change, supplement or clarify the scope of work, pursuant to this Tender Document or the terms thereof or herein contained.

The BDA shall receive Proposals pursuant to this Tender Document in accordance with the terms set forth in this Tender Document and other documents to be provided by the BDA pursuant to this Tender Document (collectively the "**Bidding/Proposal Documents**"), as modified, altered, amended, and clarified from time to time by the BDA, and all Proposals shall be prepared and submitted in accordance with such terms.

1.5. Eligibility Criteria

The Bidders eligibility to be established by the following parameters:

i) Bidder should be a Company registered under Companies Act, 1956 and subsequently Amended in India and in existence at least for past 5years or Partnership firm registered under Indian Partnership Act, 1932 and in existence at least for past 5 years or an LLP firm registered under Limited Liability Partnership Act, 2008 (Copy of registration certificates, GST & PAN certificate shall be submitted).

ii) The bidder must possess proven experience in the design, supply, and management of enterprise-level IT solutions or data center/server setup, having successfully completed a minimum of three projects for Central or State Government Departments, Public Sector Undertakings (PSUs), Boards, or Corporations within Karnataka. Documentary evidence, such as Letters of Award (LOA), work orders, agreements, or contracts, should be provided to support these credentials.

iii) The bidder must have experience in a minimum of three turnkey projects, project management assignments, or IT projects undertaken for Central or State Government departments, Public Sector Undertakings (PSUs), Boards, or Corporations within the state of Karnataka.

iv) The bidder is required to hold a valid ISO 9001 Quality Management Certification issued

by the accredited Certification Bodies (CBs), and a copy of the certificate must be provided.

v) The bidder is required to hold a valid ISO 27001 certification for Information Security Management System (ISMS) issued by accredited Certification Bodies (CBs). A copy of the relevant certificate, provided by an accredited CB, must be submitted with the bid.

vi) The bidder is required to possess a valid Capability Maturity Model Integration (CMMI) Level 3 appraisal certificate, issued by a CMMI Institute that is licensed by ISACA.

vii) The bidder should have an average annual turnover of at least Rs. 5.00 crores during the last three financial years (FY 2022-23, 2023-24, and 2024-25) and must provide proof as specified in Annexure-2 of Appendix 1.

viii) The bidder shall have a positive net worth as on March 31, 2025, for each of the financial years 2022-23, 2023-24, and 2024-25. The bidder must submit a certificate from a Chartered Accountant, in the format provided in Annexure 2 of Appendix 1, as evidence of compliance with this requirement.

ix) The bidder shall possess a minimum of 25 (twenty-five) full-time IT professionals on its direct payroll, including but not limited to IT hardware engineers, network engineers, programmers, project managers, designers, testers, database specialists, and change management professionals. All personnel must be employed within the State of Karnataka. The bidder is required to submit relevant supporting documentation as evidence of compliance with this criterion.

x) The bidder shall not have been blacklisted, suspended, or debarred by any government, semi-government, or Public Sector Undertaking (PSU) within India. The bidder must submit a duly signed declaration stating that neither the firm nor its directors have ever been subject to such actions, including but not limited to incidents involving compromise of citizen data in previous assignments.

1.6. General Conditions

xi) The Bidder must have/establish an office in Bengaluru.

xii) The Bidder shall be a single organization. Consortium or subcontracting is not accepted.

xiii) The bidder must have a software development center in Bengaluru and assign at least one developer to work daily at BDA for monitoring and implementation.

Note:
Supporting documents to be provided as indicated in Annexure 1 and Annexure 2 of Appendix I in proof of the above eligibility criteria

1.7. Bidding Process

- The BDA invites eligible Bidders to submit their Proposals for the Project electronically in the unified e-procurement platform of the Government of

Karnataka (https://kppp.karnataka.gov.in). The BDA has adopted a two stage two cover system for selection of the Service Provider for the Project.

- The selection shall be on Techno-commercial based Selection (with evaluation based on Techno-commercial formula 80% weightage for technical evaluation score and 20% weightage for commercial score).
- The Bidders are requested to submit their Proposals in accordance with the Bidding/Proposal Documents. The Proposal shall be valid for a period of **30 days** from the last date for submission of Proposals (the "**Proposal Due Date**").
- The Bidding /Proposal Documents include the draft Service Contract for the Project. The Bidding/Proposal Documents and any addenda issued subsequent to this Tender Document, but before the Proposal Due Date, will be deemed to be part of the Bidding/Proposal Documents.
- During this Bid Stage, bidders are required to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Project.
- (i) **Technical Proposal** - Bidders would need to submit the information as per the standard formats given in **Appendix – I.**
- (ii) "**Financial Proposal**" is to be entered only through e-procurement platform. [The specimen provided in **Appendix–IV** is only for reference].
- The evaluation of the Proposals submitted would be carried out in the following stages:

  a) **The first stage -** The information provided by the Bidders relating to their eligibility criteria comprising Technical Capacity and Financial Capacity would be evaluated. Only bidders who meet the Eligibility Criteria would be considered for the evaluation of Technical Proposal.

  b) **In the Second stage -** the Technical Proposal of the Bidders, who qualify eligibility criteria, would be evaluated. It also includes Presentation of the solution offered through PPT and evaluated as specified in **Section-3** of the Tender Document. The bidders shall demonstrate (Proof of Concept) how their design, is going to make fool proof and solutions. Different timings for each bidder will be allotted for presentation.

  c) **In the Third stage -** The Bidders who have qualified in technical evaluation, the financial bids/proposals of those Bidder only will be opened and evaluated. The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality scores, and the proposed prices shall be

read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

The Final selection is done based on the combined scores of both technical and financial evaluations. This is called as **"Techno-Commercial Score".**

- Any queries or request for additional information concerning this Tender Document shall be submitted in writing or by e-mail to the designated officer specified in **Clause-2.9.3.**

1.8. Schedule of Bidding Process

All bidder must check and adhere to the schedule as mentioned in eProcurement portal and tender document.

Sl. No.	Event Description	Date
1	Publication of Tender Document in the e-portal.	As per eProcurement portal
2	Last date for receipt of Pre-Bid Queries.	As per eProcurement portal
3	Pre-Bid meeting/conference-Responses/Answers to the queries submitted over mail and via corrigendum.	As per eProcurement portal
4	Proposal Due Date for e-tender submission	As per eProcurement portal
5	Opening of Technical Proposals at the office of BDA and technical based evaluation by the BDA.	As per eProcurement portal
6	Date for Demonstration of proof of concept (POC) by the eligible Bidders as part of Technical Evaluation at BDA office or as decided by the BDA. Scoring for technical evaluation including POC. Maximum time allowed for demonstration by each bidder is One Hour.	As per eProcurement portal
7	Opening of Financial Proposal of the Bidder qualified in technical evaluation & POC.	As per eProcurement portal

Any changes in the schedule or modifications / revisions pertaining to the Tender will be intimated only through e-procurement portal and not notified in the Newspapers.

SECTION-2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1. The bidder shall be a legal entity as per the Eligibility Criteria as defined in Clause 1.5 and 1.6.

2.1.2. Unless the context otherwise requires, the terms not defined in this Tender Document but defined in the draft Service Contract for the Project (the **"Service Contract"**) shall have the meaning assigned thereto in the Service Contract.

2.1.3. Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms specified in the draft Service Contract shall have overriding effect, provided, however, that any conditions or obligations imposed on the Service Provider hereunder shall continue to have effect in addition to its obligations under the Service Contract.

2.1.4. The Financial Proposal should be furnished in electronic mode only, which shall also be filled up by the Bidder in the format made available on the e- Procurement platform. The Financial Proposal shall clearly indicate the bid amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount in words shall be taken into account. The Financial Proposal shall be quoted as a fixed amount inclusive og GST and other applicable taxes as a "lump-sum project cost.

2.1.5. The Bidder shall pay an EMD of Rs. 1,25,000/- (Rupees One Lakh twenty five thousand only) through any of the four modes of e-Payment as specified in the e-procurement portal. The proposal shall be summarily rejected in e-portal if EMD is not paid. The EMD shall be refundable not later than 15 (Fifteen) days after completion of selection process, except in case of the Selected Service Provider whose EMD shall be retained till he has provided a Performance Security under the Service Contract.

2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Proposal to commit the Bidder.

2.1.7. Any proposals submitted with conditions/stipulations are liable to rejection as a non-responsive Proposal submission.

2.1.8. The Proposal submission and all related correspondence and documents in relation to the Bidding/proposal Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For interpretation and evaluation of the Proposal,

the English language translation shall prevail.

2.1.9. The Bidding/Proposal Documents including this Tender Document and all attached documents are and shall remain the property of the BDA and are transmitted to the Bidders solely for preparation and the submission of a Proposal in accordance herewith. Bidder are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Proposal. The BDA will not return any Proposal, or any information provided along therewith.

2.1.10. Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project / assignment and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal. A Bidder must not have been blacklisted in the past 3 years from any Government or Semi Government organizations for the breach of contractual obligations/material breach.

2.1.11. The following conditions shall be adhered to while submitting a Proposal:

- Bidders should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information.
- Information supplied by a Bidder must apply to the Bidders named in the Proposal.
- Bidders should furnish proof of documents as per Eligibility Criteria in accordance with Clause- 1.1.2.

2.2. COST OF BIDDING

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Bidding Process. Bidders are advised to inspect and examine the premises and its surroundings and satisfy themselves before submitting their bids. The BDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3. VERIFICATION OF INFORMATION

- It shall be deemed that by submitting a Proposal, the Bidder has:
  a) Made a complete and careful examination of the Bidding/proposal Documents;
  b) Received all relevant information requested from the BDA;
  c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding/proposal Documents;

d) Satisfied with all matters, things, and information necessary and required for submitting an informed Proposal, execution of the Event in accordance with the Bidding/proposal Documents and performance of all its obligations there under;

e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding/proposal Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BDA, or a ground for termination of the Service Contract; and

f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- The BDA shall not be liable for any omission, mistake, or error on the part of the Service Provider in respect of any of the above or because any matter or thing arising out of or concerning or relating to Tender Document, the Bidding/proposal Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the BDA.

2.4. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL PROPOSALS

- Notwithstanding anything contained in this Tender Document, the BDA reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

- The BDA reserves the right to reject any Proposal and appropriate the EMD if:
  a) At any time, a material misrepresentation is made or uncovered, or
  b) The Bidder does not provide, within the time specified by the BDA, the supplementary information sought by the BDA for evaluation of the Proposal.

  Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the BDA reserves the right to take any such measure as may be deemed fit in the sole discretion of the BDA, including annulment of the Bidding Process.

- In case it is found during the evaluation or at any time before signing of the Service Contract or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Service Provider or the Service Provider has made material misrepresentation or has given any materially incorrect or false information, the Service Provider shall be disqualified forthwith, if not yet appointed as the Service Provider either in the process of issuing of the LoA (Letter of Award)or in the process of entering into the Service Contract

and if the Service Provider has already been issued the LoA or has entered into the Service Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the BDA to the Service Provider, without the BDA being liable in any manner whatsoever to the Service Provider , as the case may be.

In such an event, the BDA shall forfeit and appropriate/confiscate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the BDA for, inter alia, time, cost, and effort of the BDA, without prejudice to any other right or remedy that may be available to the BDA.

- The BDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document. Failure of the BDA to undertake such verification shall not relieve the Service Provider of its obligations or liabilities hereunder nor will it affect any rights of the BDA there under.

2.5. PRE-PROPOSAL CONFERENCE

Pre-Proposal conference of the Service Provider shall be convened at the designated date and time..

During Pre-Proposal conferences, the Bidders will be free to make suggestions for consideration of the BDA. The BDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Venue for the pre-proposal conference: Office of Head of E.D.P Cell

Bangalore Development Authority. T. Chowdaiah Road, Kumara Krupa West Bangalore - 560020.

Any changes in the date, time and venue will be uploaded in the e-procurement portal.

2.6. CLARIFICATION

- Bidders requiring any clarification on the Tender Document may notify the BDA in writing or by e-mail to the address provided in Clause-2.9.3. They should send their queries before the specified date. The responses will be published in e-Procurement platform without disclosing the source of queries. Such clarification shall become part of Tender Document.

- The structure for pre-bid queries is:

Sl. No.	Page No.	Clause	Details of query and name of the Bidder/Company	Response from BDA	Remarks

- The BDA shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the BDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the BDA to respond to any question or to provide any clarification

- The BDA may also on its own motion, if deemed necessary, issue interpretations and clarifications through e-Procurement platform. All clarifications and interpretations issued by the BDA shall be deemed to be part of the Bidding/proposal Documents. Verbal clarifications and information given by BDA, or its employees or representatives shall not in any way or manner be binding on the BDA.

2.7. Amendment of Tender Document

- At any time prior to the Proposal Due Date, the BDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda after the pre-bid meeting.

- Any Addendum thus issued will be published in e-Procurement platform and the published details will be binding on the participating bidders.

- To afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BDA may, at its own discretion, extend the Proposal Due Date. Information about extension of the deadline will be published in e-Procurement platform vide corrigendum.

B. PREPARATION AND SUBMISSION OF PROPOSALS

2.8. Format and Signing of Proposal

- The Bidder shall provide the documents listed in the Clause-2.9.2 in electronic mode through e-portal. The BDA will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

- All the documents of the Proposal submitted in electronic mode under this Tender Document shall be uploaded on e-procurement platform: https://www.kppp.karnataka.gov.inusing digital signature. For registration and other details please visit the above portal.

2.9. MARKING AND SUBMISSION OF PROPOSAL.

- The Bidder shall upload the documents mentioned below on e-procurement platform in the format specified.

- Technical Proposal containing the following documents shall be uploaded in e-procurement portal:

  a) Letter of Proposal in the prescribed format **Appendix - I**.
  b) Details of Bidder and Technical Capacity as per the format provided at **Annex- 1 of Appendix–I.**
  c) Financial Capacity of the Bidder& Positive Net worth in the format provided at **Annexe-2 of Appendix–I.**
  d) Power of Attorney for signing of Proposal in the prescribed format (if applicable) (**Appendix–II**).
  e) Copy of the valid Registrations under relevant Acts / Rules.
  f) Copy of PAN Card.
  g) Copy of GST Registration Certificate.
  h) Documentary proof for completion of Projects (ref. 3 of **Annexe-1** of **Appendix-I**).

  Financial Proposal: Bidders shall enter the Financial Proposal in the relevant slot provided in e-portal.

  Financial Proposal as per Format in Appendix IV is only for reference of Bidder.

- Address for communication and sending queries:
  The Head of EDP Cell,
  Bangalore Development Authority,
  Head Office – BDA, Kumara Park West,
  T.Chowdaiah Road, Bengaluru - 560020.

- BDA reserves the right to seek original documents for verification of any of the documents or any other additional information / documents upon opening of the Bidding/proposal Documents.

2.10. PROPOSAL DUE DATE.

- The Proposal should be submitted in electronic mode in the e-procurement website before the Proposal Due Date for bid submission specified in Clause-1.3. Proposals submitted either by e-mail or physical form will not be acceptable.

- The BDA may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause-2.7 uniformly for all Bidders.

2.11. LATE PROPOSALS.

Proposals received by BDA through e-Procurement platform after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected as non-responsive.

2.12. FINANCIAL PROPOSAL.

- The Financial Proposal is to be submitted only through e-procurement platform.
- The Service Provider shall specify the Financial Proposal in Indian Rupees. Financial Proposal shall be Inclusive of GST & other taxes and levies applicable from time to time.
- The opening of Proposals and acceptance thereof shall be substantially in accordance with this Tender Document.

2.13. MODIFICATIONS OR SUBSTITUTIONS OR WITHDRAWAL OF PROPOSALS.

- No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- Any alteration / modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by BDA, shall be disregarded.

2.14. REJECTION OF PROPOSALS.

- The BDA reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the BDA to accept any Proposal or to give any reasons for their decision.
- The BDA reserves the right not to proceed with the Bidding Process at any time, without notice or liability and to reject any Proposal without assigning any reasons.

2.15. VALIDITY OF PROPOSALS.

The Proposals shall be valid for a period of **30**day**s** from the Proposal Due Date (Proposal Validity Period). The Proposal Validity Period may be extended by mutual consent of the respective Service Provider and the BDA.

2.16. CONFIDENTIALITY.

Information relating to the examination, clarification, evaluation and

recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BDA in relation to or matters arising out of or concerning the Bidding Process. The BDA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The BDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BDA.

2.17. CORRESPONDENCE WITH THE BIDDER.

The BDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

C. PERFORMANCE SECURITY

2.18. PERFORMANCE SECURITY

- The selected Service Provider should provide a Performance Security of **5%** equivalent to the total fees in the format set out in the Tender Document by way of an unconditional & irrevocable Bank Guarantee required under the draft Service Contract OR Bank Fixed Deposit lien to Commissioner of BDA. This Performance Security shall be submitted after receipt of Letter of Award and before signing the Service Contract. The Performance Security shall be kept valid in full force and effect for a period of Two weeks after the expiry of the Service Contract.
- Failure of the selected Service Provider to comply with the requirement of the Clause-2.18.1 shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, BDA shall reserve the right to take any such measures as may be deemed fit in the sole discretion of BDA, including annulment of bidding process.

SECTION - 3: EVALUATION OF PROPOSALS

3.1. OPENING AND EVALUATION OF PROPOSALS

The BDA shall open the Proposals in the e-portal as per the Schedule of Bidding process specified in **1.8 Schedule of Bidding Process.**, at the office of BDA, Bengaluru - 560 020 in the presence of the Service Providers who choose to attend.

- The BDA will examine and evaluate the Proposals in accordance with the provisions set out in this **Section-3**.
- To facilitate evaluation of Proposals, the BDA may, at its sole discretion, seek clarifications/ information from any Bidder regarding its Proposal.
- Any information contained in the Proposal shall not in any way be construed as binding on the BDA, its agents, successors, or assigns, but shall be binding against the Service Provider if the Project is subsequently awarded to it under the Bidding Process based on such information.
- The BDA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons thereof.

3.2. CONTACTS DURING PROPOSAL EVALUATION

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the BDA makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BDA and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.3. TEST OF RESPONSIVENESS

- Prior to evaluation of Proposals, the BDA shall determine whether each Proposal is responsive to the requirements of the Tender Document. A Proposal shall be considered responsive only if:
  a) It is received as per the format at **Appendix - I** and its Annexures.
  b) It is received on or before the Proposal Due Date including any extension thereof pursuant to **Clause-2.10.2.**
  c) It is submitted as stipulated in **Clauses- 2.9.**
  d) It is signed and marked as stipulated in **Clauses -2.8** and **Clause -2.9.**
  e) Tender Processing fee and EMD are paid through e-procurement portal.
  f) It is accompanied by the Power of Attorney as specified in **Clauses- 2.1.6**(if applicable).
  g) It contains all the information (complete in all respects) as requested in this Tender Document (in formats same as those specified).
  h) It does not contain any condition or qualification; and
  i) It is not non-responsive in terms hereof.

- Only substantially responsive proposals will be taken up for further evaluation. The BDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the BDA in respect of such Proposal.

3.4. EVALUATION OF TECHNICAL PROPOSAL

- The Bidder who fulfills all the eligibility criteria shall be treated as eligible and taken up for technical evaluation. The following shall be the parameters for technical evaluation:

Sl. No.	Evaluation Component / Sub-Component	Max Marks	Detailed Criteria / Scoring Method
1	**Experience & Organizational Capability=30 Marks**		
1.1	Relevant Government / PSU Projects in Karnataka	10	Design, supply, and management of enterprise-class IT/DC solutions for Central/State Govt/PSUs/Boards in Karnataka (similar nature). 1 completed eligible project = 5 marks; 2 or more completed eligible projects = 10 marks. Documentary proof mandatory.
1.2	Average Annual Turnover (FY 2022-23, 2023-24, 2024-25)	10	Minimum required: Rs. 5 Crores = 5 marks. For every additional Rs. 1 Crore above Rs. 5 Crores = +1 mark, up to a maximum of 10 marks. Supported by CA-certified financial statements / Annexure-2 of Appendix-I.
1.3	Quality & Security Certifications	10	ISO 9001, 2700 valid certificate = 5 marks; CMMI valid certificate = 5 marks. Certificates must be valid as on Proposal Due Date and issued by accredited Certification Bodies.
2	**Technical Solution & Approach = 40 Marks**		
2.1	Technical Design of Contingency Site & Integration with Primary IT Hub	15	Assessed on: overall architecture, alignment with RFP scope, RTO/RPO compliance, redundancy and failover mechanisms, security design, scalability and future growth, completeness and clarity of design documents / diagrams.
2.2	Project Management Approach & Implementation Schedule	10	Assessed on: detailed implementation plan, clearly defined milestones and deliverables, realistic timelines, resource allocation, risk identification & mitigation, quality assurance mechanisms, governance & reporting structure.
2.3	Bill of Materials (BoM)	10	Assessed on: completeness of BoM as per scope,

	and Proposed IT Hardware / Software Specifications		suitability of enterprise-class hardware/software, adherence to minimum technical specifications in RFP, interoperability, vendor independence, cost-effectiveness without compromising quality.
2.4	Data Replication, Backup & Disaster Recovery (DR) Strategy	5	Assessed on: replication approach (RPO/RTO alignment), backup methodology (application-aware where applicable), DR orchestration/automation, monitoring & alert mechanisms, testability (DR drills) and compliance with best practices/govt standards.
3	**Key Personnel & Team Expertise = 15 Marks**		
3.1	Key Personnel – Qualifications & Experience	8	Evaluation of CVs of Project Manager, Solution Architect, Network/Systems Engineers, etc. Parameters: educational qualifications, professional certifications (e.g., CCNA, MCSE, ITIL, etc.), years of relevant experience, experience in similar Govt/PSU projects.
3.2	Deployment of On-site IT Professional(s) at BDA	4	Clear commitment to deploy at least one full-time IT professional / developer at BDA for the duration of implementation and initial operations, as per RFP. Full and unconditional commitment with role description = 4 marks; conditional/unclear = up to 2 marks.
3.3	Support, Training & Knowledge Transfer Plan	3	Assessed on: structured training plan for BDA staff, coverage of O&M topics, quality and completeness of documentation, knowledge transfer methodology, post-implementation support arrangement (SLA, response times, escalation matrix).
4	**Proof of Concept (POC) / Presentation = 15 Marks**		
4.1	Live Demonstration & Presentation of Proposed Solution (Maximum 1 hour per Bidder)	15	Evaluated by the Technical Evaluation Committee based on: (a) clarity of end-to-end solution demonstration; (b) understanding of BDA's requirements and environment; (c) ability to answer technical queries; (d) practicality/feasibility of implementation; (e) RFP compliance. Minimum 10 marks required in this component to qualify.
		100	**GRAND TOTAL – TECHNICAL SCORE (1 + 2 + 3 + 4)**

QUALIFYING CRITERIA (TECHNICAL)

Item	Condition
Minimum Overall Technical Score	Bidder must score at least 75 marks out of 100
Minimum POC / Presentation Score (Component 4.1)	Bidder must score at least 10 marks out of 15
Technical Qualification	Bidder must satisfy both the above conditions to qualify for Financial Evaluation
Disqualification	If either overall score < 75 or POC score < 10, the bid shall be technically rejected

3.5. EVALUATION OF FINANCIAL PROPOSAL

Evaluation of Bids as per the QCBS Method. The Technical and Financial Offers will be evaluated based on the two-cover system, as per the KTPP Act.

1. **Evaluation of Technical Bids:** The Bidders, whose technical offers are responsive to the minimum eligibility criteria prescribed with a minimum qualifying mark in each of the above criteria, with a total minimum mark of 75 for all the criteria, will be shortlisted, and commercial bids of such shortlisted bidders only will be opened.

2. **Evaluation of Financial Bids:**

   a) The Financial bids of all technically qualified bidders will be opened and reviewed.

   b) The lowest financial proposal (L1) will be awarded a Financial Score (SF) of 100. Scores for other bids will be inversely proportional to their quoted price; for Example $\boldsymbol{SF = \frac{L1}{Ln} \times 100}$, where Ln is the price quoted by the nth bidder.

   c) The final score for each bidder is a weighted sum of the technical and financial scores: $\boldsymbol{Final\ Score\ (S) = (ST \times Tw) + (SF \times Fw)}$, where *Tw* is the technical weight (*Tw* = 75%) and *Fw* is the financial weight (*Fw* = 25%).

3. Example Table: Bidder A and C tie on total (87.5), Bidder C has a higher technical score and wins.

Bidder	Technical Score (ST)	Weighted Technical (75%)	Financial Score (SF)	Weighted Financial (25%)	Total (S)

Bidder A	85	63.75	95	23.75	87.5
Bidder B	78	58.50	100	25.00	83.5
Bidder C	90	67.50	80	20.00	87.5

4. If the bid is not clear and unambiguous Department reserves the right to reject the offer. Any variation in the rates, etc., will not be allowed on any grounds, such as a mistake or misunderstanding, after the Bid has been submitted.

5. The final selection of the bidder will be based on the QCBS method, considering both technical and financial scores. The highest combined score bidder (H1 bidder) will be selected based on the QCBS Method.

6. In the event of a tie, the bidder with the higher technical score will be awarded the contract. If there is still a tie, a further random draw (e.g., draw of lots) will decide.

3.6. SELECTION OF SERVICE PROVIDER

- If two or more Bidders achieve same techno-commercial marks (the "Tie- Bidders"), the BDA shall consider "Tie-Bidders" for financial bidding process.
- BDA reserves the right to negotiate with the selected Bidder regarding Financial Proposal, Time Lines for completion of different stages of work. If, the selected Bidder withdraws or is not selected for any breach of terms and conditions of the Tender Document, the BDA reserves the right to take any such steps as may be deemed fit in the sole discretion of BDA.
- After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the BDA to the Selected Service Provider and the Selected Service Provider shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. After acknowledging the LoA, the Service Provider shall submit the Performance Security as specified in this Tender Document. In the event the duplicate copy of the LoA duly signed by the Selected Service Provider is not received by the stipulated date, the BDA may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Service Provider. **The BDA may award LoA to L2 bidder subject to his willingness to match the financial quote as submitted by the L1 bidder and meeting all the terms and conditions of the RFP.**
- The Selected Service Provider shall execute the Service Contract within the period of 14 (fourteen) days from the date of LoA. The draft of the Service Contract/Service Agreement is provided as part of the Tender Document. Any changes/modifications, if required, in the Service Agreement / Service Contract draft can be mutually discussed and changed before signing the Agreement.

3.7. PENALTY

The BDA shall impose penalty on the Service Provider for any delay in execution, if it is solely attributable to the fault of the Service Provider. Failure in carrying out the Project in respect of quality and adequacy, as specified in the Service Contract shall also attract penalty. The quantum of penalty shall be governed by the service Contract (draft).

SECTION – 4: FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Service Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Service Contract, the BDA shall reject a Proposal, withdraw the LoA or terminate the Service Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the BDA shall forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the BDA towards, inter alia, time, cost and effort of the BDA, without prejudice to any other right or remedy that may be available to the BDA hereunder or otherwise.

4.2 Without prejudice to the rights of the BDA under **Clause-4.1** hereinabove and the rights and remedies which the BDA may have under the LoA or the Service Contract, if a Service Provider, as the case may be, is found by the BDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Service Contract, such Service Provider shall be disqualified and their agreement shall be terminated.

4.3 For the purposes of this **Clause-4**, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Service Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Service Contract , as the case may be, any person in respect of any matter

relating to the Project or the LoA or the Service Contract , who at any time has been or is a legal, financial or technical adviser of the BDA in relation to any matter concerning the Project;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – 5: SCOPE OF SERVICES

Following shall be the broad scope of work and mandatory features of the Project to be performed by the selected Service Provider under the Contract:

The selected service provider shall be responsible for the **design, supply, installation, testing, commissioning** of Contingency Site fully aligned with IT Operations Hub.

- The successful bidder has to submit the coordinated drawing for the entire solution.
- The successful bidder shall take the necessary clearance / approval of the drawings, design, quality of material, make and model of the quoted material etc. prior to the execution of the project.
- The Contingency Site shall be designed in a modular fashion such that it is able to scale up with the IT hardware deployment progressively and Technology up-gradation.
- The design and implementation of the relevant areas of the Contingency Site hub shall be done keeping in view Availability, Flexibility, Scalability and Modularity.
- The successful bidder shall provide all the drawings, manuals for installation, operation and maintenance, documentation of installed networks, etc.
- Since this is a Turnkey project, the Bidders shall include any other components/equipment required for the completion of this project and submit their bid accordingly. Bidders will have to do the work which is not written or partially written in the document but required for the Data Centre to Go Live and, operate.

5.1 The objective is to establish:

- The primary objectives of establishing the Contingency Site are:
- To ensure uninterrupted availability of BDA's critical IT services during disasters or planned outages.
- To achieve defined Recovery Time Objective (RTO) and Recovery Point Objective (RPO) aligned with government best practices.
- To implement real-time or near real-time data replication between Primary IT Operations Hub and the Contingency Site.
- To establish a secure, scalable, and standards-compliant DR infrastructure that integrates seamlessly with the existing IT Operations Hub.
- To institutionalize disaster preparedness, DR drills, and failover mechanisms as part of BDA's IT governance framework.

5.2 Detailed Scope Of Work

1 IT Infrastructure

- Supply and commission enterprise-grade rack-mount servers equivalent or compatible with the Primary IT Operations Hub servers.

- Servers shall support:
    - Virtualization and hypervisor compatibility.
    - Redundant power supplies.
    - Remote management and monitoring.
- DR compute capacity shall be minimum 60–70% of Primary Site, with provisioning for rapid scale-up during disaster events.

2 Storage Infrastructure

- Enterprise-class storage system with:
    - Dual controllers.
    - RAID-6 or equivalent fault-tolerant configuration.
    - Snapshot, replication, and backup support.
- Storage shall support block and file workloads identical to the Primary Site.
- Data replication to DR site shall be:
    - Synchronous or asynchronous (as finalized during design).
    - Secure, encrypted, and bandwidth-optimized.

3 Network Infrastructure

- Dedicated DR network architecture including:
    - Core and edge switches.
    - Structured cabling (Cat6A and fiber).
    - Segregation of replication, management, and production traffic.
- Integration with existing WAN/MPLS/leased line connectivity between Primary and DR sites.
- Network design shall ensure low latency and high availability for replication traffic.

4 Data Replication and DR Software

- Implementation of data replication mechanisms between Primary IT Operations Hub and DR Site.
- Support for:
    - Application-consistent snapshots.
    - Database-aware replication (where applicable).
    - Versioning and rollback.

- DR orchestration tools for:
    - Automated failover and failback.
    - DR run-book execution.
    - Monitoring replication health and lag.
- Testing, Validation, and DR Drills
- Conduct initial DR testing covering:
    - Failover to DR site.
    - Application accessibility.
    - Data integrity validation.
- Conduct failback testing to Primary Site.
    - Preparation and execution of DR drill scenarios, including:
    - Planned outage simulation.
    - Unplanned disaster simulation.
- Submission of DR Test Reports with observations, gaps, and recommendations.

5 Documentation & Training

- As-built drawings and schematics for DC and DR architecture, cabling, and racks.
- Asset inventory with serial numbers.
- Standard Operating Procedures (SOPs) for operations and maintenance.
- Vendor to provide training to BDA IT/Facilities team as required

6 Warranty & Support

- 3 years comprehensive warranty on all hardware.

7 Additional Recommendations

- Provision for future scalability (at least 25% capacity buffer).
- Structured cabling with color-coded separation for power and data.

Milestone for Implementation of Project

S. No	Activities	Time frame	Cumulative Time frame
1	Selected Service Provider shall, within 5 (Five) days of the receipt of the Letter of Acceptance (LOA) and after acknowledging the LoA, submit the Performance Security as specified in this Tender Document.	5 days	5 days
2	Execution of Service Agreement	3 days	8 days
3	Supply of equipment as per the BOM proposed	15 days	23 days
4	Commissioning of the DC Site	7 days	30 days
5	Trial Run and Feedback from BDA	5 days	35 days
6	BDA to issue Trial Run Completion Certificate	2 days	37 days
		Or Say	**37 days**

Payment Terms and Conditions

Milestone	Percentage of Total Contract Value to be paid
Delivery and verification of all equipment, accessories etc. as per the BoM of the tender (required for the project), as certified by the BDA representative.	60%
On Successful Commissioning of Contingency Site	30%
On successful running of Contingency Site facility for one month with actual load, as certified by BDA Representative	10%

SECTION – 6: MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or about the Bidding Process.

6.2 The BDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) Suspend and or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) Consult with any Bidder to receive clarification or further information;

c) Retain any information and/ or evidence submitted to the BDA by, on behalf of, and/ or in relation to any Bidder; and/ or

d) Independently verify, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the BDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Appendix – I - Format for Letter of Proposal

Dated:

The Commissioner for Bangalore Development Authority,

Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore - 560020

Dear Sir,

Sub: Proposal for the scope of work broadly covers for Design, Supply & Commissioning of Enterprise-Class Contingency Site for the IT Operation Hub at BDA

1 With reference to your Tender Document, I/We, having examined the Bidding/proposal Documents and understood its contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

2 All information provided in the Proposal and in the Appendices, are true and correct.

3 This statement is made for the express purpose of qualifying as a Service Provider for the successful execution of the Event.

4 I/We shall make available to the BDA any additional information it may find necessary or require to supplement or authenticate the Bid.

5 I/We acknowledge the right of the BDA to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

6 I/We certify that in the last three years, I/We have not been blacklisted/suspended/barred.

7 I/ We declare that:

(a) I/We have examined and have no reservations to the Bidding/proposal Documents, including any Addendum issued by the BDA.
(b) I/We do not have any conflict of interest.

8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Service Providers to bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause-2.4** of the Tender Document.

9 I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been blacklisted by any Agency of the Government for any offence committed by us.

10 I/We understand that in case the Selected Service Provider is a foreign company, the continued eligibility shall be subject to approval of the BDA from national security and public interest perspective. The decision of the BDA in this behalf shall be final and conclusive and binding on the Service Provider.

11 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BDA in connection with the selection of the Service Provider, or in connection with the Bidding Process itself, in respect of the above-mentioned Event and the terms and implementation thereof.

12 I/We declare that, we have gone through the draft Service Contract provided in the Tender Document. In the event of my/our being declared as the Selected Service Provider, I/We agree to enter in to the Service Contract as per mutual agreed terms and conditions.

13 I/We understand that except to the extent as expressly set forth in the Service Contract, I/We shall have no claim, right or title arising out of any documents or information provided to me/us by the BDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Right

14 The service fee has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the Tender Document, draft Services level agreement/Contract, my/our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Proposal.

15 I/We have remitted an amount of Rs.1,25,000 (Rupees One Lakh twenty five thousand only) towards EMD in accordance with the Tender Document.

16 I/We offer a Performance Security of 5%/- (Five Percent), in case we are selected in accordance with the Tender Document.

17 I/We agree and understand that the Proposal is subject to the provisions of the Bidding/proposal Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Event/ Right is not awarded to me/us or our Proposal is not opened

18 *I*/We agree to keep this offer valid for 30 days from the Bid Due Date specified in the Tender Document.

19 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Date : Yours faithfully,
Place : Signature of the Authorized signatory

(Name and designation
of the Authorized signatory)
Name and seal of Bidder/Service Provider

Annexure – 1 of Appendix – I - Details of the Bidder and their Technical Capability

1 Details of Bidder

a) Name of the Bidder / Firm:
b) Address of the Office:
c) Year of commencement of business:
d) Registration Number and Details:
e) PAN Number & Details:
f) GST Registration Details:

Documentary evidence for 1 (a) to (f) to be enclosed.

2 Details of contact person for communication

a) Name:
b) Designation:
c) Telephone Number (land line):
d) Mobile No.:
e) E-Mail Address:

3 Experience in Design, deployment and management of Enterprise level data center Solutions for the last three years:

Sl. No.	Details of Project and location	Sponsor / Client	No. of Client locations	Year of Commencement and Contract Period	Broad scope of work
1					
2					
3					

Note:

1. Provide details for maximum number of assignments (as per the above Table), as the number and nature of assignments undertaken will be considered at the time of technical evaluation
2. Documentary proof such as Work Order/ Completion Certificate issued by the Client shall be provided for all the assignments listed above

4 Details of Key Personnel to be involved in the Project:

Sl. No.	Name	Qualification	Area of expertise
1			
2			
3			

Other Details

	Details Required	Enclosed(Yes/No)	Remark
4	ISO 9001 , 27001		
5	CMMI		
6	Number and details of full time IT Professionals on the direct pay roll		
7	Any other details in support of capability of the Bidder		
8	Project plan for execution with the technical details of the Proposed solution must be submitted by the Bidder		

Annexure – 2 of Appendix-I - Financial Capacity of the Bidder

Turn over during last three financial year **(FY:2022-23, 2023-24 & 2024-25)**

Sl. No.	Financial Year	Annual Turnover (Rs. in Crore)	Networth (Rs. in Crore)
1	2022-23		
2	2023-24		
3	2024-25		
	Total		
	Average Annual Turnover		

Certificate from the Statutory Auditor

This is to certify that ..... (Name of the Bidder) has registered an annual turnover shown above against the respective years.

(Signature, Name and Designation of the CA)

Date: Name and Seal of the Audit Firm

Net worth from past three financial years

Sl. No.	Financial Year	Annual Turnover (Rs. in lakhs)	Net Worth (Rs. in lakhs)
1	2022-23		
2	2023-24		
3	2024-25		

Certificate from the Statutory Auditor

This is to certify that ..... (Name of the Bidder) has registered an annual turnover shown above against the respective years.
Further, net worth of the company as on 31.12.2025was Rs. _____.

(Signature, Name and Designation of the authorized signatory)

Date: Name and Seal of the Audit Firm

Appendix – II - Power of Attorney for signing of Proposal

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. _____(Name), son/daughter/wife of _____ and presently residing at_____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the "The scope of work broadly covers Design, Supply & Commissioning of Enterprise-Class Contingency Site for the IT Operation Hub at BDA & by the Bidder, but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the BDA, representing us in all matters before the BDA, signing and execution of all contracts including the Service Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the BDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Contract with the BDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 2025.

For_____

(Signature)
(Name, Title and Address)

Witnesses:
1
2

Accepted [Notarized]

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Appendix – III - Format for Bank Guarantee for Performance Security

From:

To:
The Commissioner for Bangalore Development Authority,
Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore – 560020

Dear Sir,
Whereas you have issued Letter of Award dated……to M/s……., here in after referred to as the "Service Provider" for Design, Supply & Commissioning of Enterprise-Class Contingency Site for the IT Operation Hub at BDA and propose to execute a Service Contract with the said Service Provider who is required to produce a bank guarantee for Rs *XXXXXX* /- to secure its obligations to the BDA.

1. We the Bank…… hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Service Provider that, if the BDA declares to us that the services have not been provided according to the Contractual obligations under the contract, we will pay you, on demand and without demur, all and any sum to a maximum of Rs.*XXXXX*/- (Rupees XXXXXX). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Service Provider, indulgence to the Service Provider by you, or by any alterations in the obligations of the Contractor or by any forbearance whether as to payment upon receipt of such written demand.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid till the date of completing the contractual obligations under the said Contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on/before the aforesaid expiry date as provided in the above referred Contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of ……

Bank Seal

Authorized Signature
From the Bank

Appendix – IV - Specimen of Financial Proposal

(This is only for reference. Service Providers are requested to enter the Financial Proposal amount in the relevant slot provided in e-portal only.)

Date:_____

The Commissioner for Bangalore Development Authority,
Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore – 560020

Sir,

Sub.: Financial Proposal for Design, Supply & Commissioning of Enterprise-Class Contingency Site for the IT Operation Hub at BDA.

We hereby submit our Financial Proposal of Rs._____ (Rupees_____only) for Design, Supply, Commissioning of Contingency Site.

Sl. No	Activity	Cost	Remark
1	Supply, Installation, Configuration, Integration, Testing, Commissioning, Documentation, and Knowledge Transfer Contingency operation site at BDA.		
2	Taxes levied- GST and other taxes[Specify the GST % and HSN (Harmonized System of Nomenclature) code] *		
3	Total cost		

(* % of GST will be applicable as per the slab of the supply period)

The L1 evaluation is only based on the Total cost as proposed above (for techno-commercial evaluation stage)

We have reviewed all the terms and conditions of the Tender Document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the Tender Document.

Yours faithfully,
For and on behalf of ..... (Name of the Service Provider)
(Signature of Authorized Signatory) _____ (Name and designation of the Authorized Person)